BikeLink® System User Agreement

This agreement ("User Agreement") with eLock Technologies, LLC (also referred to as “e.Lock” or “BikeLink”) and includes any affiliate thereof and Facility Owner (as defined below) allows You to use a BikeLink access device to obtain share time in a BikeLink facility. Your use of the Access Device constitutes your acknowledgment and consent to this User Agreement — READ IT CAREFULLY.

1. Definitions

1.1. The “Access Device” is any uniquely assigned ID device, including the BikeLink Smart Card, BikeLink Android or iOS App, Regional Transit Card or Credit Card assigned to a particular User and registered to their profile in the BikeLink user database.

1.2. The “Smart Card” is the BikeLink Smart Card issued to the Cardholder.

1.3. The “Cardholder” or “User” (“You”) is the bearer of an Access Device.

1.4. An “eLocker” is a bicycle locker with compatible Access Device reader made or licensed by eLock.

1.5. A “Storage Space” is either an individual eLocker or a unit of a multi-bicycle parking facility with a security Access Device reader made or licensed by eLock.

1.6. “BikeLink” is an inter-agency network of shared, on-demand parking and vending facilities for bicycles and other small vehicles, and an administrative system for issuing and distributing Access Devices and the operation and enforcement of BikeLink Facilities. BikeLink® is a registered trademark of eLock.

1.7. “Inter-agency network” means that a User can access any BikeLink facility with a BikeLink Access Device. Some BikeLink facilities may require additional access codes.

1.8. An “Administrative Device” is a device which enables system administrators, physically or remotely, to update, modify, unlock, or access a BikeLink Facility or any Storage Space thereof.

1.9. “Card Issuers” or “Vendors” are agencies or entities which sell or distribute BikeLink Smart Cards.

1.10. “Rental” is the result of securing a Storage Space, such as an on-demand eLocker, for the use of a specific access device or linked devices.

1.11. “Available” is the state in which any authorized Access Device may initiate a Rental of a Storage Space.

1.12. “Rented” is the state in which a particular Storage Space has access to it restricted due to use by a particular User for a selected period of time.

1.13. “Expired” is the state resulting when a Rental is not terminated before its scheduled ending date and time.

1.14. “Abandoned” is the state in which a particular Storage Space has been left in an “Expired” state long enough to be deemed by eLock or the Facility Owner to be in violation of Rental duration terms indicated on screens or signage at that particular Facility. THE CONTENTS OF AN ABANDONED RENTAL MAY BE REMOVED AND DISCARDED IMMEDIATELY BY eLOCK OR THE FACILITY OWNER WITHOUT PRIOR NOTICE AND WITHOUT COMPENSATION TO YOU.

1.15. A “Facility Owner” is the agency with ownership of a particular BikeLink facility, or the agency with jurisdiction over a particular BikeLink facility.

1.16. “Auto Reload” is a feature You can choose to enable on your BikeLink Web Purse to automatically replenish value for your Access Device.

1.17. “Permitted Items” are the permissible items that can be stored in a BikeLink facility WHICH INCLUDE ONLY THE FOLLOWING:

- Human or electric powered vehicles which have the primary purpose of transporting their human operator (such as a bicycle, eBike, unicycle, scooter, or skateboard), and is fully functional and assembled at the start of a Rental (each a “Permitted Vehicle”).
- Accessories for the operator and/or a passenger of a Permitted Vehicle, such as a helmet, shoes, safety vest, or bicycle clothing.
- Accessories directly attached to a Permitted Vehicle, such as a tire pump, seat, saddlebags, panniers, child seat, security lock, battery, light, basket, or set of tools.
- Items stored within storage containers directly attached to a Permitted Vehicle, such as saddlebags, panniers, tool bags, or baskets, and that are also not Prohibited Items, as defined below.
- Any item that is not stored together with a fully assembled and functional Permitted Vehicle.
- Perishable goods.
- Hazardous materials.
- Weapons.
- Any item that poses a health or safety risk as determined by eLock or the Facility Owner.
- Any illegal item.
- Any Permitted Items stored in a Storage Space in a quantity that, in the aggregate, is unreasonably excessive or would impair the operation of the Storage Space or use of other Storage Spaces by other Users.
- Any Permitted Items or Prohibited that are being stored on behalf of a non-User who is not accompanying the User.
- Any other Prohibited Item that eLock or the Facility Owner may deem prohibited.

2. Rental Transactions

2.1. Every time You start a Rental, activate an Access Device, or access the BikeLink website at www.bikelink.org You are agreeing to this entire agreement including Privacy Policy in Section 15 of this User Agreement.

2.2. A Rental creates a bailment for hire with respect to your Permitted Items stored in a Storage Space during the Rental just like a space in a car parking lot. It does not create or grant You a lease or any real property right to occupy a Storage Space. Your rights in connection with a Rental or Storage Space are strictly defined under this User Agreement.

NOTE — PROHIBITED OR ABANDONED ITEMS IN A BIKE LINK PARKING SPACE MAY BE IMMEDIATELY SEIZED AND DISPOSED WITHOUT PRIOR NOTICE OR COMPENSATION. SEE UNDERLINED CLAUSES BELOW FOR DETAILS.

THIS AGREEMENT LIMITS OUR LIABILITY. PLEASE READ CAREFULLY.
3. Storage Space: Usage & Contents

3.1. Initiation of a Rental at a BikeLink Storage Space entitles You to access a storage space for immediate use. You may store your vehicle in an eLocker only while You have a Rental in progress until the Rental becomes Abandoned. You may store your vehicle in a Group Parking Facility until the maximum duration has been exceed as defined for that particular facility.

3.2. BikeLink Storage Spaces shall be used only for the purpose of storing Permitted Items.

3.3. Storage of any Prohibited Item shall constitute a default by You to the terms of this User Agreement.

3.4. YOU AGREE THAT ANY PROHIBITED ITEMS FOUND OR LEFT IN A BIKELINK FACILITY OR STORAGE SPACE SHALL BE DEEMED TO BE INTENTIONALLY ABANDONED AND MAY BE REMOVED AND DISCARDED IMMEDIATELY BY ELOCK OR THE FACILITY OWNER WITHOUT PRIOR NOTICE AND WITHOUT COMPENSATION TO YOU.

3.5. The BikeLink Storage Space shall not be used in, or in connection with, any activity prohibited by law or by any policies or rules set by the Facility Owner.

3.6. After a period of time the Facility Owner deems excessive, typically 14 days, an Expired Rental shall be considered intentionally Abandoned. Abandoned Rentals constitute a default by You to the terms of this User Agreement.

3.7. Upon default for an Abandoned Rental, eLock will immediately make a reasonable attempt to notify the defaulting User of default in writing via email and by phone, using the contact information provided by the User during registration. WITHOUT ANY ADDITIONAL ATTEMPT TO CONTACT USER, BIKELINK THE FACILITY OWNER, OR THE FACILITY OWNER’S AGENT(S) MAY IMMEDIATELY EMPTY THE STORAGE SPACE AND IMPOUND OR DISPOSE OF THE ITEMS STORED THEREIN WITHOUT COMPENSATION TO THE USER. The User’s recourse to potentially recover such items is per the Facility Owner’s policy. Upon default for Abandonment of a Rental, BikeLink may revoke Your access to all BikeLink facilities, and reinstatement of access will be at the sole discretion of BikeLink.

3.8. Upon default for storage of Prohibited Items, eLock will immediately make a reasonable attempt to notify the defaulting User of default both in writing via email and by phone, using the contact information provided by the User, WITHOUT ANY ADDITIONAL ATTEMPT TO CONTACT USER, BIKELINK THE FACILITY OWNER, OR THE FACILITY OWNER’S AGENT(S) MAY IMMEDIATELY EMPTY THE STORAGE SPACE AND DISPOSE OF THE PROHIBITED ITEMS WITHOUT COMPENSATION TO THE USER. Upon default for storage of Prohibited Items, BikeLink may revoke Your access to all BikeLink facilities, and reinstatement of access will be at the sole discretion of BikeLink.

3.9. As a condition of using a BikeLink facility for the restricted purposes described above, You waive any claim to the right to privacy with regard to the items You placed inside the Storage Space and expressly consent to allow BikeLink, the Facility Owner, and/or the Facility Owner’s agent(s):

- to open and inspect the storage space and inspect or relocate the contents thereof at any time without additional notice;
- to determine whether a health or safety hazard exists;
- to repair or clean the storage space, its door, or locking mechanism; and
- to determine whether any term of this User Agreement is being violated.

3.10. You will be monetarily responsible for damages beyond normal wear and tear to the Storage Space, BikeLink facility, or adjacent structures, caused by any misuse of the Storage Space by You.

3.11. ITEMS REMAINING IN A BIKELINK STORAGE SPACE AFTER A RENTAL HAS ENDED ARE CONSIDERED INTENTIONALLY ABANDONED AND MAY BE IMMEDIATELY REMOVED AND DISCARDED BY BIKELINK WITHOUT ANY ATTEMPT TO CONTACT USER OR WITHOUT COMPENSATION TO YOU.

4. Access Devices

4.1. BikeLink Smart Card

4.1.1. The BikeLink Smart Card is available for purchase through BikeLink and authorized Vendors.

4.1.2. Vendor Location information is provided at www.bikelnk.org, by calling (888) 540-0546, or on information screens and signage at a BikeLink facility.

4.2. 3rd Party Access Devices

4.2.1. A 3rd Party Access Device is a unique ID device that must be registered to a BikeLink User to access BikeLink facilities and is used only for the purpose of identifying the User.

4.2.2. 3rd Party Access Devices may include Regional Transit Cards and credit cards.

4.2.3. Adding any 3rd Party Access Device to a User’s BikeLink Profile is subject to an administrative fee. This fee is posted on BikeLink.org and shown during the registration process.

4.2.4. Adding or linking more than one BikeLink App enabled Access Device to your profile is subject to an administrative fee. This fee is posted on BikeLink.org and shown during the registration process.

4.2.5. BikeLink does not vend 3rd Party Access Devices.

4.2.6. User must comply with all terms of service that are applicable to their 3rd Party Access Device in addition to this Agreement.

4.3. BikeLink® Smartphone App

4.3.1. The BikeLink App is available on the Apple App Store or the Google Play store.

4.3.2. A smartphone with an installed BikeLink App is an Access Device that requires registration to a BikeLink User Profile to access BikeLink facilities.

5. BikeLink Smart Card Value

5.1. The BikeLink Smart Card is not a charge, credit, or debit card.

5.2. The value the Smart Card holds is neither cash nor the equivalent of cash. At a BikeLink facility which charges for use, You can exchange value on the Smart Card for share time in the facility. The Smart Card value has no other use or worth.

5.3. BikeLink value is non-refundable or exchangeable.

5.4. If You default on this agreement, BikeLink Smart Card Smart value is non-refundable.

6. BikeLink Web Purse

6.1. The BikeLink Web Purse is an online account to fund Rental transactions for your registered 3rd Party Access Device or App access to BikeLink facilities.

6.2. At a BikeLink Facility which charges for use, You can exchange cash value on your Web Purse for parking time at the facility or item.

6.3. You can load cash value and manage your payment account on your Web Purse at BikeLink.org, in the BikeLink App or by calling BikeLink at (888) 540-0546.

6.4. Any 3rd Party accounts or funds associated with the 3rd Party Access Device are independent of the funding source for your BikeLink Web Purse.

6.5. If a Rental costs more than the value on the User’s Web Purse, BikeLink may allow the User complete the Rental even if the value exceeds the Web Purse’s remaining value. However, sufficient value must be added to the Web Purse to pay for the prior Rental before the Access Device can be used again.

6.6. By setting up Auto Reload, the User authorizes BikeLink to automatically reload cash value to User’s Web Purse by means of a bank or credit card account whenever the User’s Web Purse balance falls below $5.

6.7. User may request to terminate Auto Reload at any time by editing the Auto Reload setting in the BikeLink App, at BikeLink.org, or by emailing support@BikeLink.org.

6.8. If your Web Purse balance reaches an Auto Reload threshold identified in Section 6.6 before the Auto Reload termination process is completed, the Web Purse will be loaded with value to bring the Web Purse balance to $20.00 and You will be liable for payment.

6.9. If an Auto Reload charge is declined for any reason, BikeLink may block all Access Devices associated with the Web Purse. In order to have Access reinstated, You must provide a valid payment method on the BikeLink website at BikeLink.org, on the BikeLink App or by writing or calling BikeLink. BikeLink will issue an action to block all Access Devices associated with the Web Purse.
Access Devices after collecting funds for the Auto Reload cash value.

6.10. BikeLink reserves the right to decline a request to set up an Access Device for Auto Reload, or to accept an alternative payment (bank or credit card) method, in order to prevent fraudulent use or abuse of Auto Reload features and benefits.

6.11. BikeLink Web Purse balances are refundable upon request through BikeLink.org. A $5 or 10%, fee, whichever is greater, of the cash value balance applies to all refunds.

6.12. If you are found in default of this agreement, your BikeLink Web Purse will be subject to an administrative fee up to $50 for the dispose and or impounding of your property.


7.1. BikeLink facilities store valuable bicycles and other property that belong to BikeLink Users. The BikeLink system relies on its Users to help maintain the safety and security of BikeLink facilities. You therefore agree that You are responsible for the safety and security of any Access Device issued to You in Your name, downloaded by You, or otherwise used by You, whether such Access Device is a BikeLink Smart Card, the BikeLink App installed on Your smartphone, a Regional Transit Card, credit card associated with You, or is any other type of Access Device as defined in this Agreement. You also, therefore agree to all of the following:

- You will take all reasonable measures to care for and protect the security of Your Access Device(s).
- Access Devices are not transferable under any circumstances. You will not allow any person other than Yourself to use Your Access Device(s).
- You will not give any other person Your login or password for Your Access Device(s) or Your login for BikeLink.org.
- Your Rental is solely for Your use pursuant to this User Agreement. Accordingly, You will not give any other person access to Your Rental.
- You will not alter or interfere with any graphic on the BikeLink Smart Card and will take all reasonable measures and care to ensure that Access Device Data, including BikeLink Smart Card Data, is not interfered or tampered with.
- You will delete the BikeLink App from Your smartphone before You sell, trade in, or otherwise transfer ownership of or dispose of Your Smartphone.

7.2. You will immediately report any and all of the following events to eLock online at BikeLink.org or by calling (888) 540-0546:

- any unauthorized entry or attempted unauthorized entry into the locker for Your Rental;
- any suspicious activity witnessed by You in the vicinity of Your Rental;
- loss, theft, or disabling of Your smartphone(s) in which the BikeLink App is installed;
- loss, theft, or physical damage to Your Smart Card;
- loss, theft, physical damage, or suspicious or unauthorized activity related to any Regional Transit Card or credit card issued to You that is registered with BikeLink;
- any instances of Access Devices failing to function or operate;
- any suspicious online activity in connection with Your BikeLink Web Purse and any credit card or other payment methods associated therewith; and
- any other activity that You reasonably believe may be a threat to the safety and security of any BikeLink facilities or items stored therein.

7.3. At BikeLink group facilities, You agree to verify that the door securely closes after You open it without anyone else entering the facility. You will be held liable for the actions of anyone who gains entry to facilities between the time you open and close a door, unless you notify BikeLink that there is a problem with the door closing.

7.4. You will cooperate fully with any investigation by eLock, its attorneys and authorized agents, and law enforcement, in connection with any potential security threat to BikeLink facilities or items stored therein, and otherwise in connection with this User Agreement.

7.5. YOU AGREE THAT YOU MAY BE HELD CIVILLY LIABLE FOR BREACH OF CONTRACT OR IN TORT (FOR EITHER OR BOTH NEGLIGENT AND INTENTIONAL CONDUCT) BY ELOCK, A FACILITY OWNER, ANY OTHER USER, OR ANY THIRD PARTY, FOR ANY BREACH BY YOU OF THIS SECTION 7 OR FOR DAMAGES RESULTING FROM SUCH BREACH, AND THAT ANY DAMAGES WILL BE LIMITED ONLY BY APPLICABLE LAW. YOU ALSO ACKNOWLEDGE THAT SEVERE BREACHES OF THIS SECTION 7 BY YOU MAY LEAD TO CRIMINAL LIABILITY.

7.6. No refund for any lost or damaged BikeLink Smart Card will be provided except at the absolute discretion of eLock.

8. BikeLink Group Parking Facility Access

8.1. For first time access to a BikeLink Group Parking Facility, Users must complete an ID check verification at the entry kiosk. There is an administrative fee for this service.

9. Conditions for Services and Facilities

9.1. While using the services and/or facilities of a Facility Owner, You shall observe, perform, and comply with the terms and conditions, by-laws, rules, and regulations, including Rental settings such as maximum Rental duration and hourly rate, selected by that Facility Owner in relation to such services and/or facilities.

9.2. At the behest of a Facility Owner, authorized agents of BikeLink or the Facility Owner may electronically access, unlock, move or remove stored contents, and/or modify a facility owned by the Facility Owner, regardless of the facility’s state or the state of any affected Access Device, and neither BikeLink nor the Facility Owner shall be liable for any loss or damage resulting therefrom.

9.3. A Facility Owner may deny access to, replace, or remove any facilities it owns at any time for any reason, and neither BikeLink nor the Facility Owner shall be liable for any loss or damage resulting therefrom.

9.4. Neither BikeLink nor the Facility Owner are responsible for fire, theft, loss, or damage to any article left in a facility. User shall indemnify eLock and the Facility Owner and their directors, officers, agents, representatives, and employees (“Indemnified Parties”) from any liability of any nature arising out of the User’s use of a facility.

9.5. Neither BikeLink nor the Facility Owner are responsible for any property stored in violation of this User Agreement. User shall indemnify the Indemnified Parties from any liability of any nature arising out of the User’s misuse of a facility.

10. Termination

10.1. BikeLink may terminate this User Agreement at any time and for any reason. At BikeLink’s request, or if You wish to terminate this User Agreement, You must return your BikeLink Smart Card in proper working condition to BikeLink. The value on BikeLink Smart Card is non-refundable. Upon termination You may not use any BikeLink Access Device, including 3rd Party or BikeLink App Devices, to access BikeLink facilities.

11. Changes to this User Agreement

11.1. BikeLink reserves the right to change the terms of this User Agreement and any associated policies at any time.

11.2. Any time You start a Rental or log into BikeLink.org or the BikeLink App, You are agreeing to the terms of the BikeLink User Agreement in effect at the start of your Rental.

11.3. In the event of any changes to this User Agreement, notice will be posted on the BikeLink website at www.BikeLink.org.

12. Release and Indemnity

12.1. You hereby release the Indemnified Parties from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the Access Device issued to or used by You. No Indemnified Party will have any obligation or liability with respect to your use of or the performance of the Access Device. You agree to indemnify, protect, and hold harmless the Indemnified Parties from any and all liability for any loss, damage, or injury to persons or property arising from or related to the Access Device.

12.2. For and in consideration of permitting You to rent Facility Owner’s property, You hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to You arising as a result of your use of or the performance of the Access Device issued to You, any BikeLink facility, or any activities incidental thereto, wherever or however the same may occur, and You do for yourself, your heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action aforesaid, which may hereafter arise for yourself or for your estates and agree that under no
c) in the event of an emergency affecting your items in a Storage Space; or (d) to provide You with information about changes in BikeLink terms or features, facility status, or stored property status.

15.6. BikeLink does not store any credit card information on our servers. Credit card numbers given by Users are disclosed directly to our 3rd party vendor for fulfillment services who comply with all applicable PCI security requirements.

15.7. eLock may provide aggregate statistics and usage reports to our Users, customers or researchers, to assist them in assessing the BikeLink system or in applying for funding to install new facilities. These statistics and usage reports shall not contain PII.

15.8. BikeLink makes no attempt to link website statistics to the individuals who browse our site. BikeLink does not share server statistics with third parties.

15.9. If You request information from us, any PII You supply will be used only to satisfy your request. BikeLink will not share such with third parties unless such sharing is pursuant to this User Agreement or BikeLink has prior approval from You.

15.10. BikeLink uses a combination of technical, administrative, and physical controls to maintain the security of your PII. No method of transmitting or storing PII is completely secure, however. If you have a security-related concern, please contact BikeLink.

15.11. The above policies may be supersedes by requirements or obligations imposed by statute, regulation, or legal process.

15.12. CALIFORNIA DO-NOT-TRACK DISCLOSURE. Do Not Track is a privacy preference that Users can set in their web browsers. When a User turns on the Do Not Track signal, the browser sends a message to websites requesting them not to track the User. For information about Do Not Track, visit www.allaboutdnt.org. At this time, BikeLink does not respond to Do Not Track browser settings or signals. In addition, BikeLink may use other technology that is standard to the Internet, such as pixel tags, web beacons, and other similar technologies, to track visitors to our www.bikelink.org or one of the affiliated pages hosted at the bikelink.org domain. Those tools may be used by us and by third parties to collect information about you and your internet activity, even if you have turned on the Do Not Track signal.

15.13. This Privacy Policy contained in this Section 15 is effective as of February 20, 2018. eLock may revise this Privacy Policy without prior notice. Revised Privacy Policies will be available at www.bikelink.org.

16. General

16.1. Neither this User Agreement nor any rights, licenses or obligations hereunder, may be assigned by User without the prior written consent of eLock or Facility Owner. eLock may assign this User Agreement freely. Subject to the foregoing, this User Agreement will benefit and bind the parties’ successors and assigns.

16.2. This User Agreement shall be governed by the laws of the State of California without regard to the conflicts of law provisions thereof. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. federal courts in Alameda County, California. Both parties consent to the exclusive jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by California or federal law. In any action or proceeding to enforce rights under this User Agreement, the prevailing party shall be entitled to recover costs and attorneys’ fees. In the event that any of the provisions of this User Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this User Agreement shall otherwise remain in full force and effect. This User Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this User Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.